

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 09-May-2005		4. REQUISITION/PURCHASE REQ. NO. W38XGR-5063-3311		5. PROJECT NO.(If applicable) W912EQ-05-B-0013	
6. ISSUED BY CODE US ARMY ENGINEER DISTRICT, MEMPHIS 167 N MAIN STREET B202 MEMPHIS TN 38103-1894		7. ADMINISTERED BY (If other than item 6) CODE See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. W912EQ-05-B-0013			
				X 9B. DATED (SEE ITEM 11) 19-Apr-2005			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) 1. This amendment is for Stone Dike Construction in the Mississippi River at Moore Island, Hickman County, KY and Mississippi County, MO and below Williams, Fulton County, KY. 2. Section 00010 - Solicitation Contract Form should be deleted in its entirety and replaced with the attached Bid Schedule. 3. Section 00700 - FAR Clause 52.232-5001 - CONTINUING CONTRACTS (MAR 1995) should be deleted in its entirety. 4. Section 00800 - Insert paragraph 1.26 - INSURANCE REQUIREMENTS FOR WORK ON GOVERNMENT PROPERTY.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 09-May-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION SF30 - BLOCK 14 CONTINUATION PAGE

SF30 CONTINUATION PAGE**1.26 INSURANCE REQUIREMENTS FOR WORK ON GOVERNMENT PROPERTY**

a. In accordance with the CONTRACT CLAUSE entitled "Insurance - Work on a Government installation", the Contractor shall procure and maintain during the entire performance period of this contract insurance of at least the minimum amounts set forth below:

Type	Amount
Workmen's Compensation and Employer's Liability Insurance	\$100,000 or statutory
Comprehensive: General Liability	\$1,000,000 per occurrence
Automobile Liability:	\$500,000/\$1,000,000
(1) Bodily Injury	\$200,000 per person \$500,000 per occurrence
(2) Property Damage	\$ 50,000 per occurrence

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written evidence of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 30 days after written notice thereof to the Contracting Officer. Policy shall be issued by a carrier duly qualified to provide above coverages in the State(s) of Missouri and Kentucky.

c. The Contractor shall insert the substance of the clause, entitled "Insurance-Work on a Government Installation (FAR 52.228-5)," in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required above.

5. Section 02380 - paragraph 1.4.1.2 Sources - Delete this paragraph and replace with the following:

"Stone shall be furnished from any of the sources listed at <http://155.76.117.11/conops/MVDstoneLST.htm>. If the Contractor proposes to furnish stone from a source not currently listed at the aforementioned website, the Government will conduct a quarry investigation and evaluate the quality test data provided by the Contractor to determine whether acceptable stone can be produced from the proposed source. Satisfactory service records on other work may be acceptable. In order for stone to be acceptable on the basis of service records, stone of a similar size must have been placed in a similar thickness and exposed to weathering under similar conditions as are anticipated for this contract, and must have satisfactorily withstood such weathering for a minimum of 20 years. If no such records are available, the Government will conduct tests to assure the acceptability of the stone."

a. List of Sources. On the basis of information and data available to the Contracting Officer, stone meeting the quality requirements of these specifications has been produced from the posted sources.

b. Selection of Source. The Contractor shall designate in writing only one source or one combination of sources from which he proposes to furnish stone. If the Contractor proposes to furnish stone from a source not posted, he may designate only a single unlisted source for stone and he shall notify the Contracting Officer at least 60 workdays before the stone leaves the quarry. It is the Contractor's responsibility to determine that the stone source or combination of sources selected is capable of providing the quality, quantities and gradation needed and at the rate needed to maintain the scheduled progress of the work. Samples for acceptance testing

shall be provided in accordance with paragraph EVALUATION TESTING below. If a source for stone so designated by the Contractor is not accepted for use by the Contracting Officer, the Contractor may not propose other sources but shall furnish the stone from a posted source at no additional cost to the Government.

c. Acceptance of Materials. Acceptance of a source of stone is not to be construed as acceptance of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for stone as determined by the Contracting Officer. The Contracting Officer also reserves the right to reject individual units of produced specified materials in stockpiles at the quarry, all transfer points, and at the project construction site when such materials are determined to be unsuitable. During the course of the work, the stone may be tested by the Government, if the Contracting Officer determines that testing is necessary. If such tests are determined necessary, the testing will be done in the Government's testing laboratory or commercial laboratory selected by the Government. Materials produced from a listed or unlisted source shall meet all the requirements herein. The cost of testing will be at the Government's expense. During the contract period, both prior to and after materials are delivered to the job site, visual inspections and measurements of the stone materials may be performed by the Contracting Officer. If the Contracting Officer, during the inspections, finds that the stone quality, gradation or weights of stone being furnished are not as specified or are questionable, re-sampling and re-testing by the Contractor shall be required. Sampling of the delivered stone for testing and the manner in which the testing is to be performed shall be as directed by the Contracting Officer. This additional sampling and testing shall be performed at the Contractor's expense when test results indicate that the materials do not meet specified requirements. When test results indicate that materials meet specified requirements, an equitable adjustment in the contract price will be made for the sampling and testing. Any material rejected shall be removed or disposed of as specified and at the Contractor's expense."

6. Section 02380 – paragraph 3.1.3.2 – Construction Surveys should be deleted in its entirety and replaced with the following:

"The Contractor shall conduct surveys immediately before, during, and after construction to assure proper controls are achieved and to demonstrate that the stone is properly placed within the required grade and cross section. A before construction survey shall be obtained as specified in Section 02100 Part 3 Execution. This survey shall include an "Ahead of Stone Profile." The ahead of stone profile is defined as the elevation of the bottom of the river along the centerline of the proposed weir immediately prior to stone placement. It shall consist of soundings every 20 feet, or at closer intervals if necessary, and will be taken with an electronic depth finder immediately before and during stone placement. This survey information will be used to show detailed cross sections of the original ground surface and the stone being placed. These work sheets will be included in the as-built drawings. The Contractor shall perform an after construction survey of each dike for the full extent of the upstream and downstream limits. All surveys shall be conducted in the presence of the Government Quality Assurance Representative. No separate payment will be made to the Contractor for this survey. After the work is completed, the books, scrolls, and plotted sheets will be turned over to the Contracting Officer's Representative (COR)."

7. Drawing number 003A2304 is deleted in its entirety and replaced with 003B2304.

**STONE DIKE CONSTRUCTION
IN THE MISSISSIPPI RIVER AT
MOORE ISLAND, HICKMAN COUNTY,
KENTUCKY, AND MISSISSIPPI COUNTY,
MISSOURI AND BELOW WILLIAMS,
FULTON COUNTY, KY**

SECTION 00010

BIDDING SCHEDULE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	All work complete in accordance with the drawings and specifications but not including the work indicated or specified under 0001AA thru 0001AE				
0001AA	MOBILIZATION AND DEMOBILIZATION	1	Lump Sum	XXX.XX	\$_____
0001AB	GRADING & EXCAVATION	1	Lump Sum	XXX.XX	\$_____
0001AC	GRADED STONE A	155,550	Net Ton (2,000 LB)	\$_____	\$_____
0001AD	250 LB RIPRAP	8,050	Net Ton (2,000 LB)	\$_____	\$_____

0001AE	RIPRAP PAVING	6,450	Net Ton (2,000 LB)	\$ _____	\$ _____
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TOTAL ITEMS 0001AA THRU 0001AE \$ _____

NOTE 1: Bidders shall furnish unit prices for all items listed on the Schedule of bid items/subitems, which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items, but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY ITEM/SUBITEM, HIS BID WILL BE DECLARED NONRESPONSIVE.

Award will be made as a whole to one bidder.

All quantities are estimated except where unit is given as "LS".

If a bid or modification to a bid based on unit prices is submitted and provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price, including lump sum units, in bid schedule must be stated, or, if it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

NOTE 2: Item No. 0001 has been subdivided into subitems. A bid for the work shall include a bid for each of these subitems. BIDDERS SHOULD REFER TO SPECIAL CONTRACT REQUIREMENTS BEFORE PREPARING THEIR BID FOR THESE ITEMS.

NOTE 3: Bidders are cautioned to read Contract Clause entitled "Required Central Contractor Registration" (252.204-7004).

In the event there is a difference between a unit price and the extended total, the unit price will be held to be the intended bid. If the bidder shows only the total price but fails to enter a unit price, the total divided by the estimated quantity will be held to be the intended unit price.

TECHNICAL POC: JERRY WELCH (901) 544-3236
jerry.r.welch@mvm01.usace.army.mil

ADMINISTRATIVE POC: ESTELLA C. BLACKMAN (901) 544-0768
estella.c.blackman@mvm02.usace.army.mil